

State of Utah DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining JOHN R. BAZA

JOHN R. BAZA
Division Director

October 27, 2009

Certified Return Receipt 7003 2260 0002 0247 8713

PM Power Resources, LLC 19 East 200 South, Suite 1080 Salt Lake City, Utah 84111

Subject: Notice of File Closure and Release of Reclamation Surety; PM Power Resources

LLC; DG Mining Claims 1,2,3,4; E/019/0065; Grand County, Utah

Dear Gramlich:

The following small mine permit, E/019/0065 located in Grand County, Utah, will now be closed and the file retired.

An inspection was performed May 5, 2009, and it was determined that the sites were reclaimed and that they can be fully released. On August 27, 2009, we received concurrence from the Bureau of Land Management that they agree with the file closure and release of the surety.

Enclosed please find a check for \$17,791.36 which represents a full refund of the surety. We are returning your original reclamation contracts to you for your disposal or records.

You are hereby released by the Division from further reclamation responsibilities at these sites. If you wish to conduct any future mining or exploration related activity in this area, you will need to submit new notices to the Division and other appropriate agency(ies), and provide reclamation surety <u>prior</u> to creating any disturbance.



Page 2 PM Power Resources LLC DG Mining Claims 1,2,3,4 E/019/0065 October 27, 2009

If you have any questions or concerns regarding this action, please contact me at (801) 538-5261 or Tom Munson at (801) 538-5321. Thank you for your patience.

Sincerely,

Paul B. Baker

Minerals Program Manager

PBB:tm:pb Tasks #2972

ENCLOSURES: Check, Original Reclamation Contract

cc.

Marie_mcgann@blm.gov opie_abayta@blm.gov

P:/GROUPS/MINERALS/WP/M019-Grand/E0190065-DG Mining Claims/final RETIRE-2972-10272009.doc

Account Number:

Account Name:

OGM - PM Power Resources LLC

Tran #:

16032117

Admin Name:

Raylyn Daniel - UST 801-844-8523

Date:

10/20/2009

This check constitutes payment of the following:

Escrow Disbursements final release of acct

Paid For:

Amount:

\$17,791.36

110000513

Payee:

PM Power Resources LLC c/o Utah State Treasurer 350 N. State Street ste 180 PO Box 142315 Salt Lake City UT 84114-2315

IARLAND CLARKE M17873 09624493



110000513

Zions First National Bank Salt Lake City, Utah

801-844-7089

OGM - PM Power Resources LLC

Trust Account 8912028

10/20/2009

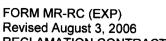
\$17,791.36*

Seventeen Thousand Seven Hundred Ninety One Dollars & 36/100

Pay to the Order Of:

PM Power Resources LLC c/o Utah State Treasurer 350 N. State Street ste 180 PO Box 142315 Salt Lake City UT 84114-2315







Mine Name: DG Mining Claims 1,2,3,4 RECLAMATION CONTRACT

Other Agency File Number: __

E0190065

STATE OF UTAH **DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING**

1594 West North Temple, Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291 Fax: (801) 359-3940

---ooOoo---

EXPLORATION RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between PM Power Resources LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct exploration operations under Notice of Intention (NOI) File No. <u>E/019/065</u> which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS. Operator is obligated to reclaim the lands affected by the exploration operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the exploration operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

- 1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the exploration operations conducted or to be conducted pursuant to a Complete Notice of Intention. If the Notice of Intention to Conduct Exploration Operations affects more than five (5) acres, the Operator further agrees to reclaim in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division.
- 2. A Notice of Intention to Conduct Exploration is valid until November 30th of the year following submittal. Reclamation required by this Contract and the Reclamation Plan, must be completed within that time unless an operator prior to expiration notifies the Division in writing specifying the reasons an extension is required. Failure to make a request and pay the fees as required

may result in suspension of the Operator's authorization to conduct exploration operations.

- 3. The Lands Affected by the exploration operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the exploration operations including but not limited to on-site private ways, roads, and railroads; land excavations; drill sites or workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, or waste discharge areas, structures, and facilities; shafts, drill holes, and pits or cuts; and
 - B. All exploration disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by exploration or mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the exploration operations as described in the Complete NOI.
- 4. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI, which are intended to assist in determining the location of the exploration operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 5. The Operator prior to commencement of any exploration operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as ATTACHMENT A to this Contract.
- 6. If the Surety expressly provides for cancellation or termination for non-renewal:

- i. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
- ii. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination. the Division may order the Operator to cease further exploration activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the exploration operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.
- 7. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by exploration operations in accordance with the Act and regulations, as amended. If the Operator desires to extend the exploration operations beyond November 30th of the year following submittal or if the exploration operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
- 8. If reclamation of discrete sections of the Lands Affected by the exploration operations is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the exploration area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining exploration operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
- 9. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.

- 10. Operator agrees to pay all legally determined public liability and property damage claims resulting from exploration operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
- 11. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 12. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
- 13. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease exploration operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
- 14. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
- 15. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
- 16.If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the exploration operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.

17. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

PM Power Resources, LLC
Operator Name
Dy C CC LYTTL
By Geoff Williams Authorized Officer (Typed or Printed)
Authorized Officer (Typed of Printed)
Member
Authorized Officer - Position
D. Williams 7.2.08
Officer's Signature Date
STATE OF Utah
) ss:
COUNTY OF <u>Salt Lake</u>
On the 2nd day of July , 2008, Geoff Williams
personally appeared before me, who being by me duly sworn did say that he/she is an
Member (owner, officer, director, partner, agent or other (specify)) of
the Operator PM Power Resources, UC and duly acknowledged that said
instrument was signed on behalf of said Operator by authority of its bylaws, a resolution
of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.
MEGAN GILLIES Notary Public, State of Utah My Commission Expires
February 29, 2012 19 E. 200 S. Sutte 1080,
Soft Lake City, UT 84111
Notary Public Residing at 19 E. 200 S. Swite 1080 Salt 19ke City, UT 84111
residing at 116.000 5. 500 16 1000 5111 1716014, UT 84111

FUBRUARY 29 2019 My Commission Expires:	
DIVISION OF OIL, GAS AND MINING:	
By	Date
STATE OF	_))ss: _)
On the day of is the Director Department of Natural Resources, State of University to the executed the foregoing document by authorized the state of the executed the foregoing document by authorized the state of the executed the foregoing document by authorized the state of the executed the foregoing document by authorized the state of the executed the exe	or of the Division of Oil, Gas and Mining, tah, and he duly acknowledged to me that
	Notary Public Residing at:
My Commission Expires:	

FACT SHEET

Commodity:
Mine Name: <u>D. G. C/a in 5</u> 12,3,4
Permit Number: <u>E0190665</u>
County: Gran d
Acres: 1255 Hen 7
Total Number of Holes: Wet: Dry: Number of Holes permitted: 2 Wet: Dry:
Operator Name: P. M. Power Res
Operator Address: 19 5 200 50 Suite 1080 84111
Operator phone: 801- 322-3409
Operator Fax: <u>801- 595-0967</u>
Operator Email: Queen Ber PX M155 Oh . Com
Contact Name: Mark Grantich 801-209-6703
Surety Type:
Surety Amount: 17, 554.00
Account number:
Tax ID or SS number (required for cash only):
Surface owner: BLM Mineral owner: BLM
Other reference numbers:

***DOGM Contact: Jed Pearson, State of Utah, Division of Oil Gas and Mining, 801 538 5382 or bondcoordinator@utah.gov

FORM MR-RC (EXP)
Revised August 3, 2006
RECLAMATION CONTRACT

Mine Name: DG Mining Claims 1,2,3,4

Other Agency File Number: _____

E0190065

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

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17. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

PM Power Resources, LLC Operator Name
By Geoff Williams Authorized Officer (Typed or Printed)
Member
Authorized Officer - Position
1. Williams 7.2.08
Officer's Signature Date
STATE OF <u>Utah</u>) ss:
county of <u>Sal+ Lake</u>)
On the 2 nd day of July , 20 08, Geoff Williams personally appeared before me, who being by me duly sworn did say that he/she is an
personally appeared before ne, who being by me duly sworn did say that he/she is an
(owner, officer, director, partner, agent or other (specify)) of
the Operator PM Power Resources, UC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution
of its board of directors or as may otherwise be required to execute the same with full
authority and to be bound hereby.

Residing at 19 E. 200 S. Swite 1080 Salt 19ke City, UT 84111

MEGAN GILLIES Notary Public, State of Utah My Commission Expires February 29, 2012 19 E. 200 S. Suffe 1080,

Soft Lake City, UT 84111

Page <u>5</u> of <u>6</u> Revised August 3, 2006 Form MR-RC (EXP)

OPERATOR:

Folkhuary 29, 2019	
My Commission Expires:	
DIVISION OF OIL, GAS AND MINING:	
By John R. Baza, Director	7/23/08 Date
STATE OF Utah)) ss:
COUNTY OF Salt Lake	Ś
On the 23 day of July	2008 John R. Baza
personally appeared before me, who being du	ly sworn did say that he, the said
Department of Natural Resources, State of Uta	
he executed the foregoing document by autho	rity of law on behalf of the State of Utah.
DIANE HOLLAND NOTARY PUBLIC - STATE OF UTAH	Diane Holland
Salt Lake City UT 84116 My Comm. Exp. 05/08/2010	Notary Public Residing at: Salt Lake City Utah
05/08/2010	
My Commission Expires:	

Sell-Toke.

the glot of the same

DIANE HOLLAND
MOTARY PUBLIC - STATE OF UTAM
1894 W North Temple State 1210
Solf Loke City UT 64116
My Comm. Exp. 05/08/2010

Land Helder

0108/80/30

FACT SHEET

Commodity:
Mine Name: <u>D. G. Clains</u> 12,3,4
Permit Number: <u>E019066</u> 5
County: Gran d
Acres: 1ess then I
Total Number of Holes: Wet: Dry: Number of Holes permitted: Wet: Dry:
Operator Name: P. M. Power Res
Operator Address: 19 F 200 So Svite 1080 84111
Operator phone: <u>80/- 322-340</u>
Operator Fax: <u>801 - 595 - 096</u> 7
Operator Email: Queen Ber BX M155 Oh . Com
Contact Name: Mark Grantich 801-209-6703
Surety Type:
Surety Amount: <u>17, 554,00</u>
Account number:
Tax ID or SS number (required for cash only):
Surface owner: BLM Mineral owner: BLM
Other reference numbers:
***DOOM Control to I D

***DOGM Contact: Jed Pearson, State of Utah, Division of Oil Gas and Mining, 801 538 5382 or bondcoordinator@utah.gov

11-24 1210(8)

CASHIER'S CHECK

ACCOUNT #:

SERIAL #: 0634302104

Purchaser: Purchaser Account:

H D WILLIAMS 0611140203

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

June 25, 2008

\$17,554.00

WELLS FARGO BANK, N.A. SALT LAKE CITY, PCS 299 S MAIN STREET SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER -- IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$17,554 00

NON-NEGOTIABLE

Purchaser Copy

FB004 M4203

> 06343 Office AU #

1210(8)

CASHIER'S CHECK

0634302104

June 25, 2008

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

\$17,554.00

WELLS FARGO BANK, N.A. SALT LAKE CITY, PCS

299 S MAIN STREET

SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$17,554 00

Cash RECEIPT

Date_7-08-08

Permit Number	E10191065
Operator	PM Power Resources LLC
Received by	Jed Pearson
Signature	I confirm the dollar amount of this check is correct and amount.

11-24 1210(8)

CASHIER'S CHECK

SERIAL #: 0634302104 ACCOUNT #:

June 25, 2008

Purchaser: Purchaser Account:

Offi

H D WILLIAMS 0611140203

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

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WELLS FARGO BANK, N.A. SALT LAKE CITY, PCS 299 S MAIN STREET SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER -- IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$17,554.00 **NON-NEGOTIABLE**

Purchaser Copy

FB004 M4203

> 06343 Office AU#

11-24 1210(8)

CASHIER'S CHECK

0634302104

June 25, 2008

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

\$17,554.00

WELLS FARGO BANK, N.A. SALT LAKE CITY, PCS

299 S MAIN STREET

E0190065 SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122

DG1,2,3,4

E/019/065



11-24 1210(8)



CASHIER'S CHECK

SERIAL #: 0634302104 ACCOUNT #:

June 25, 2008

Purchaser: Purchaser Account:

H D WILLIAMS 0611140203

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

\$17,554.00

WELLS FARGO BANK, N.A. SALT LAKE CITY, PCS 299 S MAIN STREET SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122

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VOID IF OVER US \$17,554.00

NON-NEGOTIABLE

Purchaser Copy

FB004

06343

Office AU#

11-24 1210(8)

CASHIER'S CHECK

0634302104

June 25, 2008

PAY TO THE ORDER OF

UTAH DIV. OF OIL, GAS & MINING

REF:H D Williams

Seventeen thousand five hundred fifty-four dollars and no cents

\$17,554.00

WELLS FARGO BANK, N.A.

SALT LAKE CITY, PCS 299 S MAIN STREET

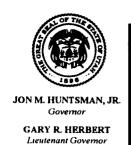
E0190065 SALT LAKE CITY, UT 84111 FOR INQUIRIES CALL (480) 394-3122 DG1,2,3,4

VOID IF OVER US \$17,554.00

Cash RECEIPT

Date_7-08-08

	្តី និង ខ្លាំង និង ខ្លា ប្រជាព្រះ
Permit Number	E10191065
Operator	PM Power Resources LLC
Received by	Jed Pearson
Signature	I confirm the dollar amount of this check is correct, and amount.



State of Utah DEPARTMENT OF NATURAL RESOURCES

MICHARL R STYLER

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 22, 2009

Coleen Hackwell, Financial Analyst State of Utah Office of State Treasurer E315 State Capitol Complex Post Office Box 142315 Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer; PM Power

Resources LLC; DG Mining Claims 1, 2, 3, and 4; E/019/0065; Grand County, Utah

Dear Ms. Hackwell,

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the following projects:

,	•	В	OND AMOUN	٧T	en in Linguage de la completación de la completación de la completación de la completación de la completación Transferación de la completación d Transferación de la completación de	Account
Permit ID	Mine Name	Total Amount	Release Amount	Amount to be	OPERATOR Check payable to	Number
		Held	Requested	Retained		
E/019/0065	DG Mining Claims 1, 2, 3, and 4	\$17,554	\$17,554 plus interest	\$0.00	PM Power Resources LLC	

Please note that the total amount to be released is to include interest accrued in this account, and no money needs to be retained.

Please make the check payable to the operator and remit the funds to the Division, attention: Minerals Regulatory Program—Bond Coordinator.



Page 2 Coleen Hackwell E/019/0065 September 15, 2009



If you have any questions or require further discussion regarding the content of this letter, please contact Penny Berry, bond coordinator, at 801-538-5291, or by e mail at bondcoordinator@utah.gov.

Sincerely

Dana Dean, P.E. Associate Director

DD:lah:pb

marie_megann@blm.gov

opic_abeyta@blm.gov
P:\GROUPS\MINERALS\WP\M019-Grand\E0190065-DG Mining Claims\final\cashr-2972-09152009.doc





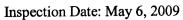
MICHAEL R. STYLER Executive Director

JOHN R. BAZA Division Director

Inspection Report Minerals Regulatory Program Report Date: August 1, 2009

Reviewed	

Mine Name: DG Mining Claims # 1,2,3,4	Permit Number: E190065			
Operator Name: PM Power Resources LLC	Inspection Date: 05/05/2009			
Inspector(s): T Munson	Time : 4:30-5:00			
Other Participants: None	Mine Status: Rec	laimed		
Elements of Inspection	Evaluated	Comment	Enforcement	
 Permits, Revisions, Transfer, Bonds Public Safety (shafts, adits, trash, signs, highwalls) Protection of Drainages / Erosion Control Deleterious Material Roads (maintenance, surfacing, dust control, safety) Reclamation Backfilling/Grading (trenches, pits, roads, highwalls, shafts, drill holes) Soils Revegetation 			00000000	
Bond Renewal Date: 8/14/2011 Permit fee is up to date Bond Amount: \$17,554 Bond Amount to Release: \$17,554 Purpose of Inspection:				
Inspection Summary: The site had 7 drill holes from the map submitted 06/17/2008 numbered 042, 041, 045, 034, 035, 036, 037. Any visible drill sites found on site had PVC pipe collars and the others had wooden stakes with no visible PVC pipe. It was not possible to remove the Stakes, having been cemented in the PVC Pipes or the ground. Another party according to Rebecca Doolittle of the BLM drilled these sites. The BLM confirmed that the sites drilled by PM Powers Resources had been plugged, regraded, and seeded and the other drill sites with PVC pipe or stakes were from another party. Photos were taken.				
Conclusions and Recommendations: The site can be released as the vegetation standards are met given the Salt Playa had very little or no desireable vegetation. The operator was called and asked for drill hole closure data. The BLM has not provided written concurrence on bond release yet.				
Inspector's Signature TM cc: Pm Power Resources LLC rebecca_doolittle@blm.gov				

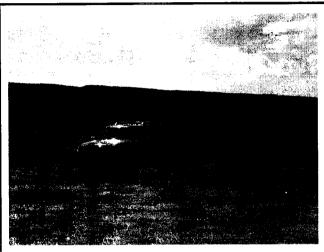


Page 2 of 2 E/019/0065

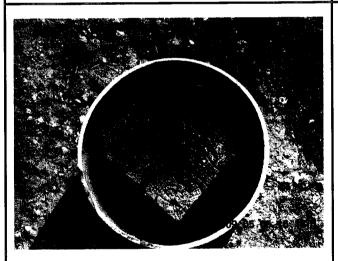
M0190065 - DG Mining Claims Exploration Photos taken May 5, 2009



Regrading looks good, vegetation is sparse desert vegetation.



Area is very sparse vegetation and there are several drill holes with PVC collars



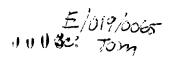
Old drill hole, from another drilling company.



BLM inspection 12/2009.











United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Moab Field Office
82 East Dogwood
Moab, Utah 84532

IN REPLY REFER TO: 3809 (U-070) UTU-83413

CERTIFIED MAIL # 7006 0100 0001 5606 5887 RETURN RECEIPT REQUESTED

PM Power Resources c/o Philip F. Gramlich 72 East 200 South Moab, Utah 84532

RE: DG Claims Exploration Drilling Project Bond Release

Dear Mr. Gramlich:

On May 8, 2009 the BLM received your request through the Division of Oil, Gas and Mining to release the full financial surety amount of \$17,697.44 for the DG Claims Exploration Drilling Project. We inspected the reclamation on August 19, 2009 and drill location had been fully reclaimed and seeded. After consultation with the Division of Oil, Gas and Mining we have agreed to release the full bond amount of \$17,697.44.

Please contact Rebecca Doolittle at (435) 259-2100 or Lynn Jackson at 435-259-2150 if you have any questions.

Sincerely,

/s/ A. Lynn Jackson

A. Lynn Jackson Associate Field Manager

cc. Tom Munson, UDOGM, E/019/065 Opie Abeyta, BLM, UT-923

RECEIVED AUG 27 2009



State of Utah DEPARTMENT OF NATURAL RESOURCES Division of Oil, Gas & Mining

MICHAEL R. STYLER Executive Director

JOHN R. BAZA
Division Director

Inspection Report Minerals Regulatory Program

Report Date: August 1, 2009

Reviewed	<u>ex</u>
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Mine Name: DG Mining Claims # 1,2,3,4	Permit Number: E190065
Operator Name: PM Power Resources LLC	Inspection Date: 05/05/2009
Inspector(s): T Munson	Time: 4:30-5:00
Other Participants: None	Mine Status: Reclaimed

	Elements of Inspection	Evaluated	Comment	Enforcement
1. Per	rmits, Revisions, Transfer, Bonds	\boxtimes	☒	П
2. Pu	blic Safety (shafts, adits, trash, signs, highwalls)		$\overline{\Box}$	ī
3. Pro	otection of Drainages / Erosion Control			
4. De	eleterious Material			
5. Ro	ads (maintenance, surfacing, dust control, safety)			
6. Re	clamation	\boxtimes	\boxtimes	
7. Ba	ckfilling/Grading (trenches, pits, roads, highwalls, shafts, drill holes)			$\overline{\Box}$
8. So	ils			
9. Re	vegetation			ā

Bond Renewal Date: 8/14/2011 Bond Amount: \$17,554 Bond Amount to Release: \$17.554

Permit fee is up to date

Purpose of Inspection:

To inspect the site to determine if the holes had been plugged and the site reclaimed.

Inspection Summary:

The site had 7 drill holes from the map submitted 06/17/2008 numbered 042, 041, 045, 034, 035, 036, 037. Any visible drill sites found on site had PVC pipe collars and the others had wooden stakes with no visible PVC pipe. It was not possible to remove the Stakes, having been cemented in the PVC Pipes or the ground. Another party according to Rebecca Doolittle of the BLM drilled these sites. The BLM confirmed that the sites drilled by PM Powers Resources had been plugged, regraded, and seeded and the other drill sites with PVC pipe or stakes were from another party.

Photos were taken.

Conclusions and Recommendations:

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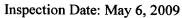
Inspector's Signature

TM

cc: Pm Power Resources LLC rebecca doolittle@blm.gov

 $O: \verb|\M019-Grand\E0190065-DG Mining Claims \verb|\inspections\| insp-05052009. doc$

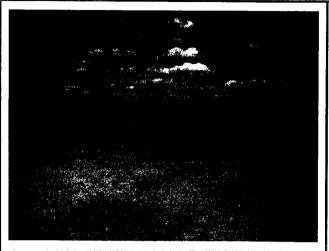




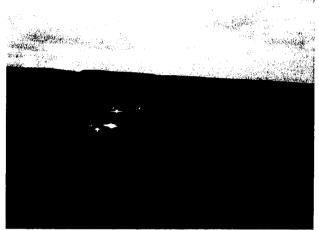
Page 2 of 2 E/019/0065



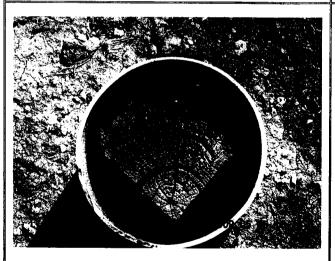
M0190065 - McIntyre Exploration Photos taken May 5, 2009



Regrading looks good, vegetation is sparse desert vegetation.



Area is very sparse vegetation and there are several drill holes with PVC collars



Old drill hole, from another drilling company.



BLM inspection 12/2009.





Penny Berry - Re: E0190065 DG Mining

From:

Tom Munson

To:

Berry, Penny

Date:

8/11/2009 4:13 PM

Subject: Re: E0190065 DG Mining

No, we do not, once again we are waiting on Rebecca Doolittle, she is leaving at the end of the month to take a new job in Monticello.

Tom Munson 801-538-5321 tommunson@utah.gov

>>> Penny Berry 8/11/2009 10:31 AM >>> Hi Tom,

Do we have the BLM concurrence on this bond release? Let me know.